

CORRESPONDENCE

15

BETWEEN

THE LEHIGH COAL AND NAVIGATION COMPANY,

AND

THE BEAVER MEADOW RAIL ROAD AND COAL COMPANY,

RELATIVE TO THE

INTERFERENCE OF THE LOCATION

OF THE


RAIL ROAD,

WITH THE FUTURE EXTENSION

OF THE

LEHIGH NAVIGATION.

1835.



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CORRESPONDENCE, &c.

BEAVER MEADOW, 31st October, 1833.

JOSEPH WATSON, ESQ.

Dear Sir,—Having been engaged by business here, longer than I expected, I shall not be able to see you in the city, so soon as I gave you reason to expect, when I last wrote. In the course of the next week, however, I hope to be in the city, but probably not before the latter part of it. Having completed the location of our line to the mouth of the Quacake, the particular attention of our engineer will now be directed to its location down the Lehigh, which we hope to accomplish before the new year. You will perceive, therefore, that whatever arrangements may be made with the Lehigh Company, either as respects existing or contemplated improvements, should necessarily be determined before that time. I should have invited your attention to these matters some time since, but for the peculiar situation of our engineer's service. That difficulty no longer exists, and we are desirous of making up, if possible, some of our lost time during the past summer, which will, I hope, excuse my seeming urgency on this subject now.

I have considered with some attention, the suggestions in your last letter, and do not perceive any reason why it may not lead to beneficial results.

I am, very respectfully, yours,

S. D. INGHAM.

MAUCH CHUNK, May 5th, 1834.

To the President and Directors of the Beaver
Meadow Rail Road and Coal Company.

Gentlemen,—The managers of the Lehigh Coal and Navigation Company have, until lately, been under the impression, that

you intended to lay out your rail road, so as not to come near the surface of the Lehigh until it reached Mauch Chunk, and of course that it could not interfere with the future extension of the navigation of that river ; but since their arrival at this place, they have been informed, that a line of rail road has been located by you, between the mouth of Quacake and Mauch Chunk, in such a manner as will certainly come in the way of the future improvements of the navigation. They therefore beg leave to refer you to the proviso contained in the 4th section of the act, passed 7th April, 1830, entitled “ an act to incorporate the Beaver Meadow Rail Road and Coal Company,” which says, “ Provided, that the said bridge, bridges or rail road, throughout its whole extent, shall be so constructed, as in no case to injure the navigation of the said river, nor in any wise to interfere with the Lehigh Coal and Navigation Company’s improvements, or the *future extension of the ascending and descending navigation in or along the river Lehigh.*”

The Lehigh Coal and Navigation Company give this notice, trusting that such alteration will be made in the location of the rail road. as will prevent future collision between the two corporations, when the navigation shall be extended.

By order of the Board,

(Signed)

ERSKINE HAZARD,

Secretary pro tem.

To the President and Managers of the Lehigh
Coal and Navigation Company.

Gentlemen,—I have received your note of yesterday, in which you state, that “ the Lehigh Coal and Navigation Company, have, until lately, been under the impression, that this company intended to lay out their rail road so as not to come near the surface of the Lehigh, until it reached Mauch Chunk ;” also, that you “ have been informed a line of rail road has been located by us between the mouth of Quacake and Mauch Chunk, in such a manner as will certainly come in the way of the future improvements of the navigation.”

In reply, I have to remark, that I think you must have been misinformed, as to the location of our line. It is nowhere near the surface of the Lehigh, or within several feet of it at high-water mark, and has been located with a special desire to avoid any interference with the future improvement of the navigation ; unless, indeed, they should be constructed with the intention of such an interference, which we are quite sure, cannot be in the contemplation of the Lehigh Coal and Navigation Company. You will recollect that I invited your attention to this subject by letter dated

31st October last, but not having received any reply, we have been obliged to locate with such skill and care as we could command, and I feel persuaded that there is no just ground for the apprehension you have intimated, lest, however, there should be, your letter has been referred to our engineer, who is particularly instructed to review the line, and wherever there may appear to be any liability of interference, to vary the location so as to remove all doubt on the subject.

That you may be assured of the disposition of this company to do nothing that would mar the improvement in the navigation on the Lehigh, whether it be the contemplated down stream or slack-water navigation, I would observe to you, that nearly half our board of directors are extensively interested in a large body of valuable land on the Lehigh near Wright's creek, which they have purchased at a high price, on the faith of the laws for the improvement of the navigation of the Lehigh. The down stream navigation is deemed important for the transportation of their lumber, and that work we suppose to be necessarily identified in its progress with the intended slack-water navigation, which is not less important, perhaps, to the value of their land when cleared. We do not expect, it is time to put our coal on the slack-water, until we reach Mauch Chunk ; for the plain reason that to wait for its completion until your contingent obligation to extend shall have been fulfilled, would be to postpone our work to another generation, and when our road is made, we are firmly persuaded that it will be our interest to keep it in repair and use it, whatever may be the relative expense of transportation on canal and rail road when the circumstances are equal. But the improvement of that navigation, whenever made, will give a value to property in the adjoining country, and a stimulus to its enterprise, which cannot fail, indirectly, to promote our interests. You may be assured, therefore, of the disposition of our board, independently of the direct interest of several of its members, not only to avoid making any impediment to these improvements, but to give them their cordial aid and support. I make these remarks, that there may be no misapprehension, now or hereafter indulged by your board on these points.

I take the occasion of this letter to enquire of your board, what price they will ask per acre for three acres of land contiguous to the slack-water navigation of the Lehigh, at some point above Mauch Chunk of sufficient [size] for coal boats, and also for a strip sufficient for our rail road through your land to that point?

Please to state the price of each separately.

I am, very respectfully,

Your obedient servant,

(Signed)

S. D. INGHAM,

Prest. B. M. R. R. and C. Co.

BEAVER MEADOW, 6th May, 1834.

To the President and Directors of the Beaver
Meadow Rail Road and Coal Company.

Gentlemen,—Your note of 6th inst. came duly to hand. The members of this board, at present at Mauch Chunk, have no recollection that you “invited” their “attention” to the subject of the location of your rail road, *at any time*, except so far as to ask the question, whether we would appoint a person to attend “*in the vicinity of Mauch Chunk,*” to show how you could pass “*through our property,*” doing as little damage as possible. And in a subsequent letter, you mentioned that the engineer had been unexpectedly detained, but would probably be at Mauch Chunk *in May*, when you requested our superintendent would show him a location for *a landing for your coal*. Nor do the board recollect that any portion of any your letters remain unanswered, as you state was the case with your letter of 31st October last. At the present time, however, it is impossible for us to say, whether we are right in our recollection, as we cannot refer to your letters, which are, at this moment, in the city.

We are happy to learn, that you have referred the location of your rail road to your engineer, and that he “is particularly instructed to review the line, and wherever there may appear to be any liability of interference” (with the future navigation of the Lehigh,) “to vary the location so as to remove all doubt on the subject.” It would seem necessary that your engineer, to enable him to perform this duty, should know the mode of improvement proposed to be adopted. This has not yet been decided upon, and we think the public interest demands, that it should not be decided upon till the work is about being commenced, that advantage may be taken of any new light, which may, in the mean time be thrown upon the subject, and the navigation, when made, may be as perfect as the use of all the improvements of the day can render it. So far as our information at present extends, the cheapest mode of improvement, and the one which could be passed with the most expedition when done, will be by locks of from 12 to 15 feet lift, with corresponding dams; and where practicable, to erect two or more locks, connected by a piece of canal for each dam. This plan will in most cases require the dam or rather guard bank, to be 30 feet high: viz. 5 feet depth of navigation, 15 feet lift, 10 feet guard bank; as it will be cheaper to work by daming than by excavation, except at particular points. Your rail road of course, will interfere with this plan unless its location is, throughout, at least 30 feet above the surface of the river. We take the liberty of suggesting these, our views to you, unsolicited, reciprocating the kindly feeling you express at the close of your note.

It is impossible to answer the question you proposed as to “what price” we “will ask per acre for three acres of land contiguous to the slack-water navigation of the Lehigh at some point above Mauch

Chunk, of sufficient [size] for coal boats, and also for a strip sufficient for" your "rail road through" our "land to that point;" as we can form no idea of the parts that will suit you, and at the same time, not interfere with the arrangement of our own works. We can only say, we feel disposed to render every accommodation in our power, for a fair compensation.

We trust that the public attention will shortly be so much turned to the importance of the connexion of the Lehigh with the Susquehanna, by the Nescopec canal and Wilkesbarre rail road, that it will not be left "to another generation," as you seem to anticipate, to begin to reap the advantages to be derived from a communication with the extensive lines of canal, on the various branches of that river.

By order of the Board,

ERSKINE HAZARD,

Secretary pro tem.

MAUCH CHUNK, May 7th, 1834.

OFFICE OF THE LEHIGH COAL AND NAVIGATION COMPANY,
PHILADELPHIA, May 21, 1834.

SAMUEL D. INGHAM, ESQ

Prest. Beaver Meadow Rail Road and Coal Company.

Dear Sir,—Upon the arrival of the managers of this company in this city, from their late tour to Mauch Chunk, they found that your letter of 31st October, (referred to in yours of the 6th May, inst.) was (with other letters received by the company in 1833,) in the press of the binder, and of course could not be immediately referred to. This will account for our not noticing the subject sooner. Upon reference to that letter, we find the reason why it was not answered; which was, that you there say, "I shall not be able to see you in the city, so soon as I gave you reason to expect when I last wrote. *In the course of the next week*, however, I hope to be in the city, but probably not before the latter part of it." We of course expected to see you, and "that whatever arrangements were to be made with the Lehigh company, either as respects existing or contemplated improvements would be considered at that time." The contemplated meeting took place.—We showed you a bill which we had drafted and which we thought, with the concurrence of the persons interested in the region between the Lehigh and Susquehanna, could be passed into a law, and would remove all the difficulties which exist to our going on at once with the improvements of the navigation above Mauch Chunk; and we renewed a proposition hinted at in our letter of Feb. 12, 1833, of the application of the funds of the Beaver Meadow Company to the construction of the

navigation between Mauch Chunk and Quacake; the navigation to be used by your company, free of toll, till the business upon it would amount at a fair rate of toll to the interest of its cost, when the Lehigh company would repay the amount, and the navigation thereafter be placed upon the same footing as the other parts of the river. You declined any further consideration of this proposition, and declared that you would feel it your duty to oppose the passage of the bill—that your company considered their business essentially a “rail road business,” and felt no interest in the subject, further than regarded the *tolls below Mauch Chunk*. And thus ended the conference, without a word being said on either part about the location of the rail road. Nor did the Lehigh company understand your letter of Oct. 31, 1833, as any thing more than a repetition of what was contained in your letter of 6th February 1833, and accounting for the delay of the engineer in coming on to the work. In the letter of Feb. 6th, you say, “I am directed by our board of managers, to advise you of our intention to commence, as early as the season will permit, the location of a route for a rail road, from the Beaver Meadow mine, along the Lehigh river, near the improvements of the Lehigh Coal and Navigation Company, and that it is the desire of the Beaver Meadow Company, previously to commencing this work, to confer with the Lehigh company, on some of the matters in which the interests of the two companys may be liable to come in collision. The points which occur to me at present, as proper to invite your attention to, are, 1st The present toll on coal.—2nd About a landing,—and 3d Should it be found impracticable for the Beaver Meadow company, consistently with their interest, to terminate their road above Mauch Chunk, will it suit the convenience of the Lehigh company to employ an agent to examine the route in the vicinity of Mauch Chunk, in company with the engineer of the Beaver Meadow company, with a view to designate a convenient location for the rail road which may do the least injury to the property of the Lehigh company?” Thus the examination of our agent was *to be limited to the vicinity of Mauch Chunk*, and to the *property* of the company. Again, in your letter of first May, 1833, you say: “In the course of the first week in May, he,” (the engineer,) “will be at the mines, and we would be obliged if you would give the necessary instructions to your agent at Mauch Chunk, on the subject of a landing, say of 200 feet on the water, extending back to the road.” Again, in your note of 17th May, 1833, you say: “I have duly received your favor of the 8th instant, advising of an intended visit of your board, or a committee of it, to Mauch Chunk by the 17th, when the matters referred to in mine of 1st, may be discussed and settled. I will do myself the pleasure of meeting those gentlemen this evening, or early to-morrow.” The meeting referred to took place, but no other business was brought forward, than the subject of the landing, which *was rented* to you.

From the above view of the correspondence and transactions between us, we think you will agree with us, that the most natural understanding of your letter of 31st October, was, that it recalled our attention to what had previously taken place, and to the particular *points* referred to as those where we should "be liable to come in collision," and that as you mentioned no other subject for discussion at *the meeting consequent upon that letter*, that we had attended to every thing that was required of us. At all events, the above will give you the true reason why no further notice was taken by us of that letter and its contents. But it is not too late for you so to arrange your road as not to interfere with the future extension of the navigation. Upon application to our superintendent, (Mr Abbot,) he will show you a location that was made in 1826, by direction of this company, for the contemplated navigation. You will perceive that this location would require the rail road to be placed at a much greater elevation than was mentioned in our letter of 7th inst. and that from its date it must of course have been made without any reference to your work; and we trust you will also perceive in the reduction of this elevation to only thirty feet above the present surface of the river, a desire, on the part of this company, to remove, as far as practicable, all the obstructions which the future extension of the navigation, under your charter, would oppose to the progress of your work. Had you *given us notice* of the time when your engineer was about to commence laying out the rail road, and requested the information, we should have directed Mr Abbott to show you the location of the navigation in 1826, that you might have avoided all interference, not only "in the vicinity of Mauch Chunk," but through the whole route. And *now*, should your company wish a review of the location of the navigation, we will appoint an engineer, as soon as one can be obtained, to re-locate it upon the plan which we have last matured, and communicated to you in our letter of 7th instant, so that you may have all the latitude of the ground that may be unnecessary for the navigation which the nature of the case will admit of.

Our superintendent, in one of his letters, mentions particularly one place, where your present location will certainly interfere with the navigation: viz. "about 80 rods below the turn of the Ox bow," just at the head of the long flat, on the Mauch Chunk side. The location is only eleven feet above the present water, and this is the place where a dam should be at least twenty feet high, so as to take the water into that flat, and so down to the Hatchel Tooth pond, and at the same time, back the water to the pool of the Ox Bow, so as to lock in from the next flat above. And he states that at the Hatchel Tooth dam "your location is only 6 to 7 feet above the dam, whereas that dam will require to be raised at least 8 to 10 feet above its present height." How the other parts of your rail road are located, he does not mention, as he has not examined the route;

but one thing is certain, that the navigation will require an elevation of at least thirty feet above the present water in many parts of the route, as with locks of less lift than from 12 to 15 feet, it would be rendered too expensive in its construction, and too tedious in its use, to be worth making. We therefore give you notice before you expend your money in the construction of the road, *that this company considers itself as having taken possession of the ground by the location in 1826*, and that the Beaver Meadow Rail Road and Coal Company, are not authorised by their charter to make their road on its present location, as it will interfere with the future extension of the ascending and descending navigation of the river Lehigh. Your note of 6th inst. intimates, that we should have appointed a person to superintend the location of your rail road, in consequence of what you said in your letter of 31st October 1833. But you will please to notice that that letter *appointed no time* for your engineer to commence his work along the Lehigh, and that we had no reason to believe that the notification you there gave, would result differently from that given us in yours of 6th February, 1833; and you certainly would not expect us to employ an engineer by the year, to watch your motions in the location of the road. We therefore repeat, that the only notice we had of the commencement of your operations along the Lehigh, was from common rumor, and not from any direct communication from you.

By order of the Board.

I am, very respectfully,

Your obedient servant,

(Signed)

JOSEPH WATSON,

President.

NEW HOPE, May 28th, 1834.

The President and Managers of the

Lehigh Coal and Navigation Company.

Gentlemen :—I duly received your letter of the 7th instant, on the eve of my departure from Beaver Meadow to my residence, where I have just received yours of the 21st instant. I am gratified to learn that my letter of the 31st October last has been found, which you informed me none of the members of your board at Mauch Chunk on the 7th instant had any recollection of. The very circumstantial and elaborated reasons given for having omitted to take any notice of it so long, is pretty conclusive evidence, however, that it must have been a subject of no little consideration, at the time of its reception, and subsequently. Upon a review of the correspondence, you will perceive that my letter of the 6th of February, 1833, to which you refer as being connected with that of the 31st October

following, has no relation to a single topic of it, so far as that letter (of February) relates to the location of the Beaver Meadow Rail Road line, it has reference to a supposed necessity for extending it *below Mauch Chunk*, which is provided for in the first section of the supplement to our act of incorporation, passed 4th April, 1831—while the letter of the 31st October, relates exclusively to the location from the mouth of Quacake to a point *above Mauch Chunk*; which is provided for in the 4th section of the act of incorporation, passed about one year before, viz: 7th April, 1830. It is apparent from an inspection of the acts, that these two objects are quite distinct in their character.—Let us now see whether they have been confounded or connected in any way in the letters, that of the 6th February proposes an enquiry: 1, as to tolls—2nd, as to a landing *above Mauch Chunk*—3, as follows: should it be found impracticable for the Beaver Meadow company, consistently with their interest, to terminate their road *above Mauch Chunk*, “will it suit the convenience of the Lehigh Company to employ an agent to examine the route in the vicinity of Mauch Chunk, in company with the engineer of the Beaver Meadow Company, with a view to designate a convenient location for the Rail Road, which may do the least injury to the property of the Lehigh Company.” These words require no comment, they refer exclusively to a contingent extension of the road *below Mauch Chunk*, and the suggestion was for an amicable adjustment of the line without the appointment of engineers by the Governor. Permit me now to ask your attention to the words of my letter of the 31st of October: The President of your board had invited me to call at your office in the city, to examine a bill proposed to be submitted to the Legislature; in reply to his note I promised to call, but failing to do so as soon as I intended, the first paragraph of my letter apologizes for that circumstance. This preliminary disposed of, the letter proceeds to state that, “having completed the location of our line to the mouth of the Quacake, the particular attention of our engineer will now be directed to its location down the Lehigh, which we hope to accomplish before the New Year; you will perceive, therefore, that whatever arrangements may be made with the Lehigh Company, either as respects existing or contemplated improvements, should necessarily be determined before that time.” Can any thing be more plain than this language? But further, “I should have invited your attention to these matters some time since, but for the peculiar situation of our engineer service.” How conclusive is the implication that this was the *first time* your attention has been invited to “these matters.” “That difficulty no longer exists, and we are desirous of making up, if possible, some of our lost time during the past summer, which will, I hope, excuse my seeming urgency of this subject now.” The notice as to the object and time for commencing and completing, was as definite as it could be made; the interval

from the 31st October to the 1st January, was as short as such a work could be completed in. I am at a loss therefore to understand upon what ground you have predicated your remark, that my "letter appointed no time for [our] engineer to commence his work along the Lehigh, and that [you] had no reason to believe that the notification [we] then gave, would result differently from that given in [mine] of the 6th February, 1833, and [we] would not expect [you] to employ an engineer by the year to watch [our] motions in the location of the road, [you] therefore repeat, that the only notice [you] had of the commencement of [our] operations along the Lehigh was from common rumor, and not from any direct communication from [us.]" These conclusions are so wholly unwarranted by the facts, that I cannot but be surprised at their extravagance. With respect to my visits at your office, one of which was late in November, the other in February, they were made in consequence of an invitation from you; the topics then proposed for our consideration had no relation to the location of our line; having given a formal written notice on that subject and deeming it a matter more fit for written than oral communication; I had no motive for introducing it, if it had occurred to me, of which I have now no recollection.

I have now to observe in conclusion, that the rail road line was located by the time appointed, it was all contracted for, and a part of it in progress before I had received your note of the 6th. I had no hesitation however, on the receipt of that notice, in which you expressed an apprehension that we had located near the surface of the water as an act of comity, to instruct our engineer to review the line, and make such deviations as were admissable under our contracts, to obviate your apprehended objection. You will be pleased to understand, however, that having given the most ample opportunity from early in November, till 1st January, to make such communication as you might think proper in regard to the location, and not having heard the slightest objection to it, until the contracts were made for grading the whole line, and a part of the work was in progress; and as these contracts do not admit of a general change to other and different ground, it is now too late to make such a change, and more especially would it be hopeless to attempt to satisfy you by such means, after the sudden and extraordinary pretensions set up in your letter of the 7th inst., of a right to make any changes of place you may think expedient, "until the work is about being commenced." We have only been able to perceive in these changes of position from "near the surface of the water," to 30 feet high, subject to the future claim of going to an indefinite height, the developement of a purpose which we are persuaded cannot be founded in justice, and will not be sanctioned by law. We have no fear however that there will not be room enough for the future improvement of the navigation, upon any rational plan, which shall not be

projected for the purpose of excluding the vast bodies of coal in the Beaver Meadow range from a market on the Delaware.

I am, very respectfully,

Your obedient servant,

(Signed)

S. D. INGHAM.

OFFICE OF THE LEHIGH COAL AND NAVIGATION COMPANY,
PHILADELPHIA, June 3, 1834.

SAMUEL D. INGHAM, ESQ.

Prest. Beaver Meadow Rail Road and Coal Company.

Your letter of 28th inst. is received. We regret to see the uncourteous remarks you make in the commencement of it, relative to our "*recollections*" of your letter of 31st Oct. last, and also at the close of your letter. It seems we differ from you materially in our understanding of the meaning of that letter, and notwithstanding your thinking that nothing can "be more plain," we are still of the opinion, that it contained no definite notice of the time when your engineer would commence the location of your rail road, nor any request that we should show you our location of the navigation. You say, "The particular attention of our engineer will now be directed to its location down the Lehigh, which we hope to accomplish before the new year." From this, we might possibly guess at the time of commencing within *a month*. Again; "You will perceive that whatever arrangements may be made with the Lehigh company, either as respects existing or contemplated improvements, should necessarily be determined before that time." Now what "arrangements" are here referred to? There is certainly nothing like a request that we should show you our location, or that we should attend to the progress of your engineer, to see that you would not interfere with it. The only "arrangements" that we know to have ever been brought to the consideration of the parties, were, first, the points mentioned in your letter of Feb. 6th 1833: viz. tolls on Lehigh—landing at Mauch Chunk, and employing "an agent to examine the route *in the vicinity of Mauch Chunk*," which, in your *last* letter, you say were entirely distinct from the subjects referred to in your letter of 31st October. Secondly, the extension of the navigation above Mauch Chunk, by the funds of your company, which you refer to in yours of 1st May, 1833; and thirdly, the bill which we had drafted for the purpose of settling all difficulties between us. These matters were all of so much importance that we did not think any "excuse" necessary, for [your] "seeming urgency of the subject now." On the contrary, we were equally de-

sirous with you, to have them all arranged; and we expected they would have been, at a meeting which took place consequent upon your letter of 31st October. At that meeting, however, you declined the second and third proposed "arrangements," and we thought, put an end to all hope of making any "arrangement" with your company, and our attention was not called to any other subject, by your letter of 31st Oct. 1833.

You seem to think it was *our duty* to have attended to the location of your rail road, while it was in progress. We view the matter quite otherwise. We do not conceive that there is any thing in either *our* charter or *yours* which imposes *any obligation* on us to attend, in any way, to the location of your rail road above Mauch Chunk, nor is there any thing in either of them, making it our duty, or that could require us, to locate our canal or ascending navigation in the upper section, until "the expiration of the period fixed for the completion" of the descending navigation, in the said section. But your charter is imperative on *you*, as it gives you the authority to construct your rail road, only * "Provided, that the said bridge, bridges or rail road *throughout its whole extent* shall be so constructed, as in no case to injure the navigation of the said river, nor in any wise to interfere with the Lehigh Coal and Navigation Company's improvements, or the future extension of an ascending and descending navigation in or along the river Lehigh." It is *your business to keep clear*; and to enable you to do so, unless you to choose to "take the responsibility" of ignorance, to inform yourselves, by application to those who *have to plan and to do the work*, of the manner and location in which "the future extension" is to be made.

It was under these impressions, and with the most kindly feelings, that as soon as we discovered, that you had located the road in such a way as to be certain of interfering with "the future extension of the navigation," we gave you the notice contained in our note of 6th May, and that we have since offered to appoint an engineer to review the location formerly made, that you might have the advantage of *knowing all the unoccupied ground*. If we have been officious in thus obtruding ourselves upon your business, we must crave your indulgence.

"You will be pleased to understand," that we hope and believe that before many years, a complete water communication will be made between the Lehigh and the great West, by the Susquehanna; and that the public will never be content to permit your rail road, with the extensions to the Schuylkill valley rail road, to Berwick and to Wilkesbarre, which you have spoken of, to be the only route for an improved conveyance above Mauch Chunk, for

* See law incorporating the Beaver Meadow Rail Road and Coal Company, of 7th April 1830, Sect. 4.

the various important products which will find their way to market, by the North and West branches of the Susquehanna.

“ You will” also “ be pleased to understand,” that we have given you notice that your rail road, in its present location, not *only may*, but *certainly will*, “ interfere with the future extension of the ascending and descending navigation, in or along the river Lehigh,” and that if you construct the road on that location, you do so at your own peril and responsibility, and without authority of your charter, and in the face of our offer to appoint an engineer to show you the location of the navigation, before you had expended any money, or but a trifling sum on the route.

By order of the Board of Managers

I am, your obedient servant,

(Signed)

JOSEPH WATSON,

President.

The following extract from the minutes of the Executive committee, was forwarded to S. D. Ingham, Esquire, President of the Beaver Meadow Rail Road and Coal Company.

COPY.

IN EXECUTIVE COMMITTEE OF THE LEHIGH COMPANY, NOV. 1st, 1834.

The Superintendent, Mr Abbott, having presented a paper which, he stated, was in the hand-writing of the President of the Beaver Meadow Rail Road and Coal Company, and that he was requested by him to lay it before the committee as an application for a landing for that company.—It was read as follows:

The Beaver Meadow Rail Road and Coal Company desire to be informed by the Lehigh Coal and Navigation Company, at what price they will sell the Beaver Meadow Company, a strip of land commencing at the lower end of the tow-path wall on the log basin, and extending up the east margin of the same 550 feet, of sufficient width for a coal landing and two rail road tracks, with a convenient lot for a dwelling house and office, with a right to the said basin opposite the said landing, including in the price any claim which they may think it right to make for the land of the Lehigh company used by the Beaver Meadow company, in constructing their rail road above said landing.

Whereupon, it was resolved, That the company are willing to sell the Beaver Meadow Rail Road and Coal Company, a lot at the location proposed, and described as follows, viz: Beginning immediately above the towing path of the navigation, where it intersects the shore at the lower end of the Log Pen Island, thence up the said shore for the distance of five hundred and fifty feet, thence at

right angles with the upper part of the shore one hundred and thirty three feet, thence down stream parallel with the said shore five hundred and fifty feet, thence in a direct line to the shore at the place of beginning; excepting nevertheless, thereout, thirty three feet in width for a road through the whole length of the said lot, in such part of the same as may be agreed on by the superintendent of the Lehigh Coal and Navigation Company, where it will best in his opinion suit the property of the said company, and the convenience of the Beaver Meadow Company, which road is to be made by and at the expense of the said Beaver Meadow Company, not only through their said lot, but so as to connect with the road above and below it to the satisfaction of the said superintendent.

The Beaver Meadow Company to have the right of wharfing into the pool behind the Log Pen Island from their shore, so far as to obtain five feet water at their wharf but no further: Provided, that in no place it is to run more than ten feet into the pool, and in such a manner as not to obstruct the passage under and through the towing-path bridge at the lower end of the said island, which is to be kept open and free as at present, for the entry of all boats into the Log Pen, and for the passage of all logs or rafts out of the same. The price of the said lot subject to the condition above mentioned, to be three thousand dollars, cash on the execution of the deed.

It being expressly understood that this proposition of sale or the sale if effected, shall not be considered as in any way relinquishing or interfering with the rights of the Lehigh Coal and Navigation Company, in the future extension of the ascending and descending Navigation along the Lehigh, nor as forming the foundation for a claim by the Beaver Meadow Rail Road and Coal Company or their assigns, owning the premises proposed to be sold, for damages accruing from the said extension of the navigation.

The company leave for the present, the subject of fixing upon the amount of damage done to their property by the road passing through the same, beyond the boundary of the above described lot, proposed to be sold to the Beaver Meadow company, for a landing.

Read and approved at a meeting of the board of Managers of the Lehigh Coal and Navigation Company, held Dec, 16, 1834.

(Signed).

EDWIN WALTER,

Secretary.

TO THE MEMBERS OF THE LEGISLATURE.

HARRISBURG, February 25th 1835.

As the Beaver Meadow company asserted that the navigation above Mauch Chunk, could be made without interfering with the present location of their rail road, *unless there was a disposition or intention to injure it*, and that if the navigation *above*, were laid out on the same principles with that *below* Mauch Chunk, no interference would take place, I addressed the following letter to Mr Welsh, who was the principal assistant engineer on the Lehigh canal, now engineer on the Portage rail road.

HARRISBURG, February 16th, 1835.

“SYLVESTER WELCH, ESQ.

“Dear Sir,—The Beaver Meadow Company have had a rail road located by Mr Hopkins and graded along the valley of the Lehigh above Mauch Chunk. By their law, they were to locate it in such a manner as not to interfere with the navigation to be hereafter constructed in the upper section. They state that the rail road is located in such a manner that a navigation like that made in the lower section, will not interfere with their location. Will you be so good as to give me the height of the dams and guard banks above the *old* low water—and the height of the several locks along the line above the old position of the water in the river opposite to them. An immediate answer, if practicable consistently with your duties, would *very much* oblige,

“Your obedient servant,
ERSKINE HAZARD.”

The following is Mr Welsh's reply.

JOHNSTOWN, February 21st, 1835.

“Dear Sir,—Your letter of the 16th inst. asking for information relative to the height of the dams and guard banks on the Lehigh navigation was received yesterday.

I have examined the papers and plans in my possession, which relate to the dams, guard banks, &c. on the Lehigh canal. They do not give precisely the information you want. In measuring the river for the dams, the height is taken from the bottom. The levels are all compared with the plane of the bottom of the canal. The dams, as

